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10 and Third-Party Defendant.

11

12

13 **UNITED STATES DISTRICT COURT**

14

15 **DISTRICT OF NEVADA**

16

17 JAMES W. FORSYTHE,

18 Plaintiff.

19 v.

20 JOSEPH BROWN; COGNATE 3
21 LLC, et al.;

22 Defendants.

23 and related claims, cross claims,
24 and third party claims ,

25 }
26 Case No. 3:10-cv-00716-RCJ-VPC)
27 consolidated into case no.
28 3:10-cv-00804-RCJ-VPC

29 **EMERGENCY APPLICATION FOR
30 7 HOUR EXTENSION OF TIME TO FILE
31 REPLY TO OPPOSITION TO MOTION
32 TO QUASH (Dkt #92)**

33 and
34 **OPPOSITION TO MOTIONS FOR
35 SANCTIONS AGAINST PLAINTIFF
36 AND CONTEMPT AGAINST
37 DEANE ALBRIGHT
38 (Dkt #s 93 and 94)**

39 Plaintiff, James W. Forsythe, by and through his counsel of record, respectfully requests a
40 very brief extension of time in which to reply to the opposition (#92) filed on behalf of the
41 Cognate parties to the motions to quash, and the motions for sanctions against Dr. Forsythe, and
42 Motion for Contempt of Mr. Albright (# # 93 and 94). This motion is made on an
43 "emergency" basis as the documents are due by the close of business today, and counsel will not
44 be able to complete the same until later tonight from Miami, FL.

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46
47
48 ///

AFFIDAVIT OF MARIE MIRCH

2 STATE OF CALIFORNIA }
3 COUNTY OF SAN DIEGO } SS.

I, MARIE MIRCH after being duly sworn and under penalty of perjury state:

1. I am the counsel for Plaintiff the present action, as well as the Counter Defendant to the Counterclaim asserted by Cognate 3, LLC.

2. I am over the age of eighteen, and am competent to testify as to the matters set forth. I do so with personal knowledge, and if called upon to testify I am able and willing to do the same.

3. In the afternoon of October 11, 2011, I received an Oder from this Court shortening=the time for me to reply to defendants' opposition to my motions to quash.

4. The Order also shortened the time for me to oppose two motions that defendants had filed, one against Dr. Forsythe for alleged discovery violations, and one against Deane Albright for alleged contempt.

5. I was not able to work on these documents on the date of the order as I was completing an opening brief and appendix in an appeal to the Ninth Circuit of Appeals.

6. I am traveling today, October 13, all day to Miami, Florida to take a deposition in this case tomorrow, October 14, 2011. My flight leaves at 10:00 a.m. and arrives in Miami at 7:45 p.m. A copy of my itinerary is attached hereto.

7. Monday, October 10, 2011 was a state and federal holiday in California, thereby giving me two business days in which to complete my complete weeks' work in two days before leaving for Miami.

8. I worked diligently on October 12, to finish my other work which was time sensitive to afford me adequate time to respond to Defendants' opposition and motions. However, I could not finish these documents in time.

9. I will not be able to complete these documents and have them ready for filing until I reach Miami, where I finish my reply and oppositions and e-file from my hotel.

1 10. I have notified opposing counsel by email that I am filing this motion.

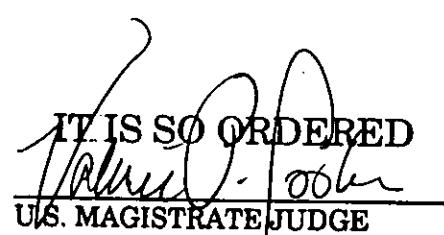
2 11. The Order shortening time requires I file the documents by close of business today.

3 By granting me a 7 hour extension until midnight, the documents will be filed on the date required
4 and I will be afforded the time I need to complete my responses.

5 I swear under penalty of perjury under the laws of the State of Nevada that the foregoing is
6 true and correct.

7 Dated this 13 day of October, 2011.

8 /s/ Marie Mirch _____
9 Marie Mirch
Counsel for Plaintiffs

10
11
12 IT IS SO ORDERED
13 
14 U.S. MAGISTRATE JUDGE

15 DATED: October 14, 2011

From: DR JAMES FORSYTHE <eforsythe@sbcglobal.net>
To: Marie C. Mirch <bobogriz@aol.com>
Subject: Fw: E-Ticket Confirmation-OOKEBI 13OCT
Date: Sat, Sep 10, 2011 1:41 pm

E-Ticket

----- Forwarded Message -----

From: "American Airlines@aa.com" <notify@aa.globalnotifications.com>
To: "EFORSYTHE@SBCGLOBAL.NET" <EFORSYTHE@SBCGLOBAL.NET>
Sent: Sat, September 10, 2011 1:36:33 PM
Subject: E-Ticket Confirmation-OOKEBI 13OCT

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AA.com

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Date of Issue: 10SEP11

Earlene Forsythe:

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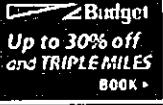
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Itinerary

Carrier	Flight Number	Departing		Arriving		Booking Code
		City	Date & Time	City	Time	
AA American Airlines	2006	SAN DIEGO	THU 13OCT 10:00 AM	DALLAS FT WORTH	3:00 PM	Y
		Marie Mirch		Economy	Seat 22A	Food For Purchase
AA American Airlines	484	DALLAS FT WORTH	THU 13OCT 4:00 PM	MIAMI INTERNTNL	7:45 PM	Y
		Marie Mirch		Economy	Seat 13C	Food For Purchase
AA American Airlines	544	MIAMI INTERNTNL	FRI 14OCT 4:00 PM	DALLAS FT WORTH	6:10 PM	Y
		Marie Mirch		Economy	Seat 16C	Food For Purchase
AA American Airlines	1243	DALLAS FT WORTH	FRI 14OCT 8:10 PM	SAN DIEGO	9:05 PM	Y
		Marie Mirch		Economy	Seat 13B	Food For Purchase

Receipt

PASSENGER	TICKET NUMBER	FARE-USD	TAX/FEE/CHARGE	TICKET TOTAL
MARIE MIRCH	0012345761660	0	10.00	10.00
ADDITIONAL SERVICES			CURRENCY	AMOUNT
Telephone Ticketing Service			USD	25.00
Payment Type: AAdvantage Certificate, Visa XXXXXXXXXXXX1108				Total: \$35.00

Additional Services are subject to credit card approval at time of ticketing. Additional Services may appear on multiple accompanied documents as a matter of reference.

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For travel from Canada To/From/via India /Europe, no charge for the first bag. For a second bag, the charge will be 60.00USD/60.00CAD (or local currency equivalent).

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For travel from Caribbean, Central America To/From US/Canada/PR/USVI Mexico and To/From/Via Europe and India, the first bag is free. For a second bag, the charge is 30.00USD or (local currency equivalent).

For travel from South America To/From US/Canada/PR/USVI/MCLA and To/From/Via Europe and India, the first bag is free. For a second

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bag, the charge is 30.00USD or (local currency equivalent).

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